

CONTRACT ADDENDUM
And
Memorandum of Agreement

This Agreement is by and between AMERICOLD LOGISTICS and Local 17a of the United Food and Commercial Workers, AFL-CIO. The parties now wish to add to their existing Collective Bargaining Agreement dated February 6, 2005, through February 5, 2010, via an addendum, the following understandings:

1. There shall be one overall bargaining unit, but a new operating facility located at Erie Street, Massillon, Ohio, will be added to the existing operating facility. The operating facilities will be identified as the 17th Street department and the Erie Street department.
2. Each facility will maintain its own seniority list. In addition, a Master Seniority List will be prepared for both departments, but the two departments shall otherwise operate separately, except as specifically set forth below.
3. The Master Seniority List will be used for purposes of bids and layoffs. For these purposes a "bid" comes as a result of a permanent opening, and a "layoff" is a permanent reduction in force. An associate in one department who is being laid off may exercise seniority over and bump the least senior employee in the other department, assuming the associate has the qualifications and ability to do the work. Bids, permanent and temporary layoffs will be by seniority, in accordance with the Collective Bargaining Agreement.
4. Overtime work will be assigned separately by department, in accordance with the Collective Bargaining Agreement.
5. The company retains the right to assign associates between departments to meet the demands of its business in accordance with the Collective Bargaining Agreement.
6. The company retains, as regards both departments, its right to utilize contract labor for non forklift positions.
7. Associates from the 17th Street department will be considered in the initial staffing of the Erie Street department with the understanding that productivity and an orderly operation must be maintained. This same consideration will apply to subsequent bids per the Collective Bargaining Agreement.
8. Both departments will operate with the same wage scale.
9. Each department will have its own safety and health committee.

For the Company: *M. C. [Signature]*

Dated: *10/9/06*

For the Union: *Howard Barnes*

Dated: *10-11-06*

**PETITIONER'S
EXHIBIT
1D
(original Joint 4)**